

SERFF Tracking Number: OCCD-125631118 State: Arkansas
Filing Company: Occidental Fire & Casualty Company of North Carolina State Tracking Number: EFT \$50
Company Tracking Number: 08-267
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability
Product Name: Commercial General Liability-Habitational Risks
Project Name/Number: /

Filing at a Glance

Company: Occidental Fire & Casualty Company of North Carolina
Product Name: Commercial General Liability- SERFF Tr Num: OCCD-125631118 State: Arkansas
Habitational Risks
TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: 08-267 State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Author: Latesha Debnam Disposition Date: 05/13/2008
Date Submitted: 05/01/2008 Disposition Status: Approved
Effective Date Requested (New): 06/01/2008 Effective Date (New):
Effective Date Requested (Renewal): 06/01/2008 Effective Date (Renewal):
State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Authorized
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 05/13/2008
State Status Changed: 05/13/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
Initial filing of forms for Commercial General Liability-Habitational Risk Program

Company and Contact

Filing Contact Information

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Latesha Debnam, State Filing Analyst ldebnam@ofc-wic.com
702 Oberlin Road (919) 833-1600 [Phone]
Raleigh, NC 27605 (919) 833-8535[FAX]

Filing Company Information

Occidental Fire & Casualty Company of North Carolina CoCode: 23248 State of Domicile: North Carolina
702 Oberlin Road Group Code: 225 Company Type: Property and Casualty
Raleigh, NC 27605 Group Name: IAT Group State ID Number: 03
(919) 833-1600 ext. 8164[Phone] FEIN Number: 84-0513811

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|--|---------|----------------|---------------|
| Occidental Fire & Casualty Company of North Carolina | \$50.00 | 05/01/2008 | 20054762 |

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Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|----------|---------------|------------|----------------|
| Approved | Edith Roberts | 05/13/2008 | 05/13/2008 |

| | | | |
|--------------------------|--|------------------------|--------------------------------------|
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| Project Name/Number: | / | | |

Disposition

Disposition Date: 05/13/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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| Item Type | Item Name | Item Status | Public Access |
|---------------------|---|-------------|---------------|
| Supporting Document | Uniform Transmittal Document-Property & Casualty | Approved | Yes |
| Supporting Document | Form Filing Schedule | Approved | Yes |
| Supporting Document | Cover Letter | Approved | Yes |
| Form | Lead Exclusion | Approved | Yes |
| Form | Terrorism Rejection | Approved | Yes |
| Form | Schedule of Named Insured(s) | Approved | Yes |
| Form | Schedule of Locations | Approved | Yes |
| Form | Commercial General Liability Coverage Schedule | Approved | Yes |
| Form | Amendment-Non Cumulation | Approved | Yes |
| Form | Exclusion-All Exposure Related To Conversion of Use | Approved | Yes |
| Form | Exclusion-Asbestos | Approved | Yes |
| Form | Exclusion-Lead | Approved | Yes |
| Form | Multicover Endorsement | Approved | Yes |
| Form | Hired Auto and Non-Owned Auto Liability | Approved | Yes |
| Form | Pollution Exclusion Amendment | Approved | Yes |
| Form | Liquor Liability | Approved | Yes |
| Form | Amendment of Liquor Liability Exclusion | Approved | Yes |
| Form | Employee Benefits Liability Coverage | Approved | Yes |

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Form Schedule

| Review Status | Form Name | Form # | Edition Date | Form Type Action | Action Specific Data | Readability | Attachment |
|---------------|--|---------|--------------|-----------------------------|----------------------|-------------|-----------------------|
| Approved | Lead Exclusion | AP 0001 | 02 08 | Policy/CoveNew rage Form | | 33.30 | AP 00 01 02 08.pdf |
| Approved | Terrorism Rejection | AP 0003 | 02 08 | Policy/CoveNew rage Form | | 23.20 | AP 00 03 02 08.pdf |
| Approved | Schedule of Named Insured(s) | AP 0004 | 02 08 | Policy/CoveNew rage Form | | 0.00 | AP 00 04 02 08.pdf |
| Approved | Schedule of Locations | AP 0005 | 02 08 | Policy/CoveNew rage Form | | 0.00 | AP 00 05 02 08.pdf |
| Approved | Commercial General Liability Coverage Schedule | AP 0006 | 02 08 | Policy/CoveNew rage Form | | 0.00 | AP 00 06 02 08.pdf |
| Approved | Amendment-Non Cumulation | AP 0007 | 02 08 | Policy/CoveNew rage Form | | 15.80 | AP 00 07 02 08.pdf |
| Approved | Exclusion-All Exposure Related To Conversion of Use | AP 0008 | 02 08 | Policy/CoveNew rage Form | | 35.90 | AP 00 08 02 08.pdf |
| Approved | Exclusion- Asbestos | AP 0009 | 02 08 | Policy/CoveNew rage Form | | 22.20 | AP 00 09 02 08.pdf |
| Approved | Exclusion-Lead | AP 0010 | 02 08 | Policy/CoveNew rage Form | | 17.90 | AP 00 10 02 08.pdf |
| Approved | Multicover Endorsement | AP 0013 | 02 08 | Policy/CoveNew rage Form | | 26.20 | AP 00 13 02 08.pdf |
| Approved | Hired Auto and Non-Owned Auto Liability | AP 0014 | 02 08 | Policy/CoveNew rage Form | | 40.20 | AP 00 14 02 08.pdf |
| Approved | Pollution Exclusion Amendment | AP 0015 | 02 08 | Policy/CoveNew rage Form | | 22.40 | AP 00 15 02 08.pdf |
| Approved | Liquor Liability | HB 0001 | 02 08 | Policy/CoveNew | | 28.80 | HB 00 01 02 |

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| | | | | | | |
|----------|--------------------|---------|-------|----------------|-------|-------------|
| | | | | rage Form | | 08.pdf |
| Approved | Amendment of | HH 0002 | 02 08 | Policy/CoveNew | 32.60 | HH 00 02 02 |
| | Liquor Liability | | | rage Form | | 08.pdf |
| | Exclusion | | | | | |
| Approved | Employee | HH 0003 | 02 08 | Policy/CoveNew | 35.00 | HH 00 03 02 |
| | Benefits Liability | | | rage Form | | 08.pdf |
| | Coverage | | | | | |

IMPORTANT NOTICE

LEAD EXCLUSION

THIS NOTICE IS TO INFORM YOU OF AN ENDORSEMENT, EXCLUSION – LEAD, THAT HAS BEEN ADDED TO YOUR COMMERCIAL GENERAL LIABILITY POLICY. THIS ENDORSEMENT RESTRICTS COVERAGE. PLEASE READ IT CAREFULLY.

Endorsement AP 00 10 02 08, Exclusion – Lead, excludes coverage for injury or damage arising out of lead, paint containing lead, or any other material or substance containing lead. This includes any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove or contain lead, paint containing lead, or any other material or substance containing lead.

Note: If there is a conflict between the referenced endorsement and this summary, the provisions of the endorsement prevail. You should read your coverage form and the endorsement very carefully for complete information on your coverage.

POLICYHOLDER DISCLOSURE NOTICE TERRORISM RISK INSURANCE EXTENSION ACT OF 2007 REJECTION OF OUR OFFER OF COVERAGE

A check beside the box titled **Reject** for one or more lines of business listed below indicates that you did not accept our offer of coverage for certified acts of terrorism, as defined in and certified under the Terrorism Risk Insurance Act of 2002, and the 2007 Extension. Therefore, this policy does not provide such coverage. This policy contains one or more exclusions that apply to certified acts of terrorism.

This policy includes a Conditional Exclusion of Terrorism endorsement, which automatically replaces the Certified Acts of Terrorism Exclusion endorsement to exclude the same and other types of terrorism losses upon any expiration of, or certain changes in, the Terrorism Risk Insurance Act during the policy period.

If you were not made aware of our offer of coverage for certified acts of terrorism, or believe that this notice was included in this policy in error, please notify your agent or broker immediately.

- | | |
|---------------------------------|---|
| <input type="checkbox"/> Reject | PROPERTY (Property includes: Commercial Boiler & Machinery, Commercial Inland Marine and Commercial Property if provided on policy) |
| <input type="checkbox"/> Reject | BUSINESSOWNERS |
| <input type="checkbox"/> Reject | GENERAL LIABILITY |
| <input type="checkbox"/> Reject | COMMERCIAL LIABILITY UMBRELLA/EXCESS LIABILITY |

Named Insured: _____

Policy Number: _____

POLICY NUMBER:

SCHEDULE OF NAMED INSURED(S)

The Named Insured shown on the Common Policy Declarations is amended to read:

POLICY NUMBER:

| SCHEDULE OF LOCATIONS | | | |
|-----------------------|-----------------|--|-----------|
| Location Number | Building Number | Designated Locations (Address, City, State, Zip Code) | Occupancy |
| | | | |

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE

NAMED INSURED:

EFFECTIVE DATE:

AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS

ALL PREMISES YOU OWN, RENT OR OCCUPY**See SCHEDULE OF LOCATIONS**

| | | | |
|---------------------------------|---------------|-------------------------------|---------|
| Code No. | Premium Basis | Premises/Operations | |
| | | Rate | Premium |
| Location | Exposure | | |
| Classification: | | Products/Completed Operations | |
| | | Rate | Premium |
| Code No. | Premium Basis | Premises/Operations | |
| | | Rate | Premium |
| Location | Exposure | | |
| Classification: | | Products/Completed Operations | |
| | | Rate | Premium |
| Code No. | Premium Basis | Premises/Operations | |
| | | Rate | Premium |
| Location | Exposure | | |
| Classification: | | Products/Completed Operations | |
| | | Rate | Premium |
| Code No. | Premium Basis | Premises/Operations | |
| | | Rate | Premium |
| Location | Exposure | | |
| Classification: | | Products/Completed Operations | |
| | | Rate | Premium |
| MISCELLANEOUS COVERAGES | | | |
| Coverage Form(s)/Endorsement(s) | | Premium | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT - NON CUMULATION OF EACH
OCCURRENCE LIMIT AND NON CUMULATION OF
PERSONAL AND ADVERTISING INJURY LIMIT**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Paragraph 5. of SECTION III - LIMITS OF INSURANCE is amended to include the following:

Non cumulation of Each Occurrence Limit - If one "occurrence" causes "bodily injury" or "property damage" during the policy period and during the policy period of one or more prior and/or future policies that include a commercial general liability coverage part for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Each Occurrence Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "occurrence".

2. Paragraph 4. of SECTION III - LIMITS OF INSURANCE is amended to include the following:

Non cumulation of Personal and Advertising Injury Limit - If "personal and advertising injury" is sustained by any one person or organization during the policy period and during the policy period of one or more prior and/or future policies that include a commercial general liability coverage part for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Personal and Advertising Injury Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "personal and advertising injury".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ALL EXPOSURE RELATED TO CONVERSION OF USE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any:

1. Construction;
2. Renovation;
3. Remodeling;
4. Restoration;
5. Rehabilitation; or
6. Any other operation

whose purpose is to convert all or part of the covered premises to a condominium, townhouse or other similar owner-occupied dwelling.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

Asbestos

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of asbestos.
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, asbestos.
3. Any loss, cost or expense arising, in whole or in part, out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos; or
 - b. Claim or "suit" by or on behalf of any person, organization or governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal and Advertising Injury Liability:

This insurance does not apply to:

Asbestos

1. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, asbestos.
2. Any loss, cost or expense arising, in whole or in part, out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos; or
 - b. Claim or "suit" by or on behalf of any person, organization or governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LEAD

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to **Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

Lead

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of lead, paint containing lead, or any other material or substance containing lead.
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, lead, paint containing lead, or any other material or substance containing lead.
3. Any loss, cost or expense arising, in whole or in part, out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, lead, paint containing lead, or any other material or substance containing lead; or
 - b. Claim or "suit" by or on behalf of any person, organization or governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, lead, paint containing lead, or any other material or substance containing lead.

- B. The following exclusion is added to **Paragraph 2., Exclusions of Section I – Coverage B – Personal and Advertising Injury Liability**:

This insurance does not apply to:

Lead

1. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, lead, paint containing lead, or any other material or substance containing lead.
2. Any loss, cost or expense arising, in whole or in part, out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, lead, paint containing lead, or any other material or substance containing lead; or
 - b. Claim or "suit" by or on behalf of any person, organization or governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, lead, paint containing lead, or any other material or substance containing lead.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTICOVER ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. NON-EMPLOYMENT DISCRIMINATION

The definition of "personal and advertising injury" in SECTION V – DEFINITIONS is amended to include the offense of discrimination.

This insurance for discrimination does not apply to:

1. "Personal and advertising injury" arising out of discrimination directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;
2. "Personal or advertising injury" arising out of discrimination committed by or at the direction of the insured;
3. Amounts claimed or awarded (whether as damages or otherwise) for wages, salaries or other financial benefits or advantages that the injured person would have received but for the discrimination, as an "employee", former "employee" or prospective "employee" of any insured.
4. Class actions or to any individual claim for damages which is included within or is a part of any class action.

B. BROAD NAMED INSURED

Section II - WHO IS AN INSURED is amended to include the following:

Any corporation organized under the laws of the United States of America (including any state thereof, its territories or possessions, or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations has, at the inception of the policy period, an ownership interest in such organization of more than 50%.

C. AUTOMATIC ADDITIONAL INSURED

1. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only for damages:

- a. Which are covered by this insurance; and
- b. Which you have agreed to provide in such contract or agreement

subject to the following provisions:

2. Coverage is limited to such person(s) or organization(s) liability arising out of:
 - a. The ownership, maintenance or use of that part of the premises or land, owned by, rented to, or leased to you;
 - b. Your ongoing operations performed for such person(s) or organization(s);
 - c. Such person(s) or organization(s) financial control of you; or

- d. A state or political subdivision permit issued to you.
- 3. Coverage does not apply to any "occurrence" or offense:
 - a. Which took place before the execution of, or subsequent to the completion or expiration of, the written contract or agreement; or
 - b. Which takes place after you cease to be a tenant in that premises.
- 4. With respect to architects, engineers, or surveyors, coverage does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
- 5. The limits of insurance afforded to such person(s) or organization(s) will be:
 - a. The minimum limits of insurance which you agreed to provide; or
 - b. The limits of insurance of this policy

whichever is less.

D. DAMAGE TO PREMISES RENTED TO YOU

- 1. The last paragraph of 2. Exclusions of COVERAGE A (Section I) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.
- 2. Paragraph 6. of Section III - LIMITS OF INSURANCE is replaced by the following:
 - 6. Subject to Paragraph 5. above, the Damage To Premises Rented to You Limit is the most we will pay for damages because of "property damage" to premises rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one "occurrence" and caused by fire, lightning, explosion, sprinkler leakage or any combination thereof.
- 3. Paragraph 4.b.(1)(ii) of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:
 - (ii) That is insurance for fire, lightning, explosion, or sprinkler leakage to premises rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;
- 4. Paragraph a. of the definition of "insured contract" in Section V – DEFINITIONS is replaced by the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you, temporarily occupied by you with permission of the owner or managed by you under a written agreement with the owner is not an "insured contract";

E. NON-OWNED WATERCRAFT

Paragraph (2) of Exclusion g. Aircraft, Auto or Watercraft of Section I - COVERAGE A – Bodily Injury and Property Damage Liability is replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;

F. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Condition 8. Transfer of Rights of Recovery Against Others To Us of Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding the following:

If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or "your work" for that person or organization.

G. BODILY INJURY REDEFINED

The definition of "bodily injury" in Section V – DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness, disease, disability, humiliation, shock, mental anguish or mental injury sustained by a person, including care, loss of services or death resulting from any of these.

H. COVERAGE TERRITORY BROADENED

The definition of "coverage territory" in Section V – DEFINITIONS is replaced by the following:

"Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, the Cayman Islands and the British Virgin Islands.
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but who is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico or Canada, or in a settlement we agree to.

I. BROADENED PERSONAL AND ADVERTISING INJURY

1. The definition of "personal and advertising injury" in Section V – DEFINITIONS is replaced by the following:

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;

- b. Malicious prosecution or abuse of process;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress trademark, title or slogan in your "advertisement".
2. Exclusions 2.b. and 2.c. of Section I – COVERAGES – COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY are replaced by the following:

This insurance does not apply to:

- b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity.

- c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period.

J. FELLOW EMPLOYEE COVERAGE

Paragraph 2.a. of Section II - WHO IS AN INSURED is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or while performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above.

- (2) "Bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.
- (3) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

K. CANCELLATION CONDITION

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to ninety (90) days.

L. UNINTENTIONAL ERRORS AND OMISSIONS

Failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the insured with respect to this insurance provided such failure or any omission is not intentional.

M. KNOWLEDGE OF AN OCCURRENCE, OFFENSE, EMPLOYEE BENEFITS INCIDENT, INJURY, CLAIM OR SUIT

SCHEDULE

DESIGNATED PERSON: Executive Officers, Partners, Members, Association Board Members

Condition 2. is amended as follows:

Knowledge of an "occurrence", offense, "employee benefits incident", "injury", claim or "suit" by an agent, servant or "employee" of the insured will not in itself constitute your knowledge of such "occurrence", offense, "employee benefits incident", "injury", claim or "suit" unless the person designated in the above Schedule has received notice from that agent, servant or "employee".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Insurance is provided only with respect to those coverages indicated by a check in the box below.

| <u>COVERAGE</u> | <u>ADDITIONAL PREMIUM</u> |
|--|---------------------------|
| <input type="checkbox"/> Non-Ownership Liability | \$ |
| <input type="checkbox"/> Hired Auto Liability | \$ |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. HIRED AUTO LIABILITY

The insurance provided under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

B. NON-OWNED AUTO LIABILITY

The insurance provided under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person other than you in the course of your business.

C. With respect to the insurance provided by this endorsement:

1. Subparagraphs **b., c., e., g., h., j., k., l., m. and n.** of paragraph **2.**, Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) do not apply.
2. The following exclusions are added to paragraph **2.**, Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to:

- a. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) That the insured would have in the absence of the contract or agreement; or
 - (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.
- b. "Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay the damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily Injury" to domestic "employees" not entitled to workers compensation benefits.

c. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

D. For the purposes of this endorsement only, WHO IS AN INSURED (Section II) is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You.
2. Any other person using a "hired auto" with your permission.
3. With respect to a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business.
4. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under paragraphs 1., 2. or 3. above.

None of the following is an insured:

1. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment;
2. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
3. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate;
4. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
5. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

E. For the purposes of this endorsement only, the definition of "insured contract" in the DEFINITIONS Section is amended by the addition of the following:

"Insured contract" means:

- g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

F. For the purposes of this endorsement only, the following definitions are added to the DEFINITIONS Section:

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers", or members of their households.
3. **"Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.**

POLICY NUMBER:
ENDORSEMENT NUMBER:

COMMERCIAL GENERAL LIABILITY
AP 00 15 02 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION EXCLUSION AMENDMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion m. under Paragraph 2., **Exclusions of Section I – Coverage B – Personal and Advertising Injury Liability** is replaced by the following:

This insurance does not apply to:

a. "Personal and advertising injury":

- (10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, growth, or escape of "pollutants" at any time.

- B. The definition of "pollutants" under **Section V – Definitions** is replaced by the following:

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, mold, fungi, bacteria, and other similar microbial contaminants, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIQUOR LIABILITY

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| | |
|------------------------------|----|
| LIQUOR EACH OCCURRENCE LIMIT | \$ |
|------------------------------|----|

| | |
|------------------------|----|
| LIQUOR AGGREGATE LIMIT | \$ |
|------------------------|----|

- A. Exclusion c. Liquor Liability of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I) – Coverages does not apply.
- B. As respects the coverage provided by this endorsement, SECTION III - LIMITS OF INSURANCE is amended to include the following:
1. The Liquor Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included within the "liquor hazard".
 2. Subject to 1. above, the Liquor Each Occurrence Limit is the most we will pay for damages under Coverage A because of all "bodily injury" and "property damage" sustained by one or more persons or organizations included within the "liquor hazard" and arising out of any one "occurrence".
- C. As respects coverage provided by this endorsement SECTION V - DEFINITIONS is amended as follows:
1. The definition of "occurrence" is replaced by the following:

"Occurrence" means the selling, serving or furnishing of any alcoholic beverage to any one person.
 2. The following definition is added:

"Liquor hazard" means all "bodily injury" and "property damage" arising out of the selling, serving or furnishing of any alcoholic beverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion c. of COVERAGE A (Section I) is replaced by the following:

- c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:
 - (1) Causing or contributing to the intoxication of any person;
 - (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a) Requires a license;
 - (b) Is for the purpose of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Coverage | Limit Of Insurance | Each Employee Deductible | Premium |
|--|--------------------|--------------------------|---------|
| Employee Benefits Programs | \$ each employee | \$ | \$ |
| | \$ aggregate | | |
| Retroactive Date: | | | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | | |

A. The following is added to Section I – Coverages:

**COVERAGE – EMPLOYEE BENEFITS
LIABILITY**

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph D. (Section III – Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph F. of this endorsement.

c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or

- (2) When we make settlement in accordance with Paragraph **a.** above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – Coverages **A** and **B** are replaced by Supplementary Payments – Coverages **A**, **B** and **Employee Benefits Liability**.
2. Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraphs **2. and **3.** of **Section II – Who Is An Insured** are replaced by the following:**

2. Each of the following is also an insured:
 - a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- D. For the purposes of the coverage provided by this endorsement, **Section III – Limits Of Insurance** is replaced by the following:

1. Limits Of Insurance

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) "Claims" made or "suits" brought;
 - (3) Persons or organizations making "claims" or bringing "suits";
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your "employee benefit program".
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

2. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
 - b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
 - c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"apply irrespective of the application of the deductible amount.
 - d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
- E. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV – Commercial General Liability Conditions** are replaced by the following:
- #### 2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"
- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and

- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:

- (a) No Retroactive Date is shown in the Schedule of this insurance; or

- (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.

- (2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

- F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - a. This endorsement is canceled or not renewed; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to an act, error or omission on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.
3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph **D.1.b.** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph **D.1.c.**

- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Administration" means:
 - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and

e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

H. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the **Definitions** Section are replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

SERFF Tracking Number: *OCCD-125631118* *State:* *Arkansas*
Filing Company: *Occidental Fire & Casualty Company of North Carolina* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *08-267*
TOI: *17.2 Other Liability - Occurrence Only* *Sub-TOI:* *17.2001 Commercial General Liability*
Product Name: *Commercial General Liability-Habitational Risks*
Project Name/Number: */*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: OCCD-125631118 State: Arkansas
Filing Company: Occidental Fire & Casualty Company of North Carolina State Tracking Number: EFT \$50
Company Tracking Number: 08-267
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability
Product Name: Commercial General Liability-Habitational Risks
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty
Review Status: Approved 05/13/2008
Comments:
Attachment:
P&C Transmittal-GL.pdf

Satisfied -Name: Form Filing Schedule
Review Status: Approved 05/13/2008
Comments:
Attachments:
GL Form Filing Schedule 1.pdf
GL Form Filing Schedule 2.pdf

Satisfied -Name: Cover Letter
Review Status: Approved 05/13/2008
Comments:
Attachment:
GL Form.pdf

Property & Casualty Transmittal Document

| | |
|---|---|
| 1. Reserved for Insurance Dept. Use Only | 2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes |
|---|---|

| | | |
|-----------|-------------------|---------------------|
| 3. | Group Name | Group NAIC # |
| | IAT Group | 23248 |

| 4. | Company Name(s) | Domicile | NAIC # | FEIN # | State # |
|----|--|----------------|--------|------------|---------|
| | Occidental Fire & Casualty Company of NC | North Carolina | 23248 | 84-0513811 | N/A |
| | | | | | |
| | | | | | |
| | | | | | |
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| | | | | | |

| | | |
|-----------|--------------------------------|---------------|
| 5. | Company Tracking Number | 08-267 |
|-----------|--------------------------------|---------------|

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

| 6. | Name and address | Title | Telephone #s | FAX # | e-mail |
|----|------------------|-------------------------|--------------------------|----------------|---------------------|
| | Latesha Debnam | State Filing Technician | (800) 525-7486 ext. 3311 | (919) 833-8535 | ldebnam@ofc-wic.com |
| | | | | | |

| | | |
|-----------|---------------------------------------|----------------|
| 7. | Signature of authorized filer | |
| 8. | Please print name of authorized filer | Latesha Debnam |

Filing information (see General Instructions for descriptions of these fields)

| | | |
|------------|--|--|
| 9. | Type of Insurance (TOI) | 17.0000 Other Liability |
| 10. | Sub-Type of Insurance (Sub-TOI) | 17.0001 Commercial General Liability |
| 11. | State Specific Product code(s)(if applicable)[See State Specific Requirements] | |
| 12. | Company Program Title (Marketing title) | |
| 13. | Filing Type | <input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description) |
| 14. | Effective Date(s) Requested | New: 06/01/2008 Renewal: 06/01/2008 |

Property & Casualty Transmittal Document---

| | | |
|------------|---|---|
| 15. | Reference Filing? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 16. | Reference Organization (if applicable) | Insurance Services Office (ISO) |
| 17. | Reference Organization # & Title | GL-2006-OCTFR |
| 18. | Company's Date of Filing | 5/01/2008 |
| 19. | Status of filing in domicile | <input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved |

| | | |
|------------|--|--------|
| 20. | This filing transmittal is part of Company Tracking # | 08-267 |
|------------|--|--------|

| | |
|------------|--|
| 21. | Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text] |
|------------|--|

We are filing our initial forms for our Commercial General Liability-Habitational Risk Program.

| | |
|---|---|
| 22. | Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below] |
| <div style="margin-bottom: 20px;"> Check #: N/A Amount: \$50.00 </div> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p> | |

*****Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

These pages are informational only and do not need to be submitted with your filings!

Notes for Uniform Property & Casualty Transmittal Document

DESCRIPTION OF ITEMS IN THE PROPERTY AND CASUALTY TRANSMITTAL DOCUMENT

- 1. Reserved for Insurance Dept. Use Only**—this section is for anything the Dept. wishes to capture—such as date stamps, approval stamps, check routing numbers, accounting codes, etc.
- 2. Insurance Department Use Only Box:** Includes the following information: (It is up to the state to determine which, if any, of this info they wish to record—or it may be recorded in #1 box with stamps (for example))
 - a. Date the filing is received by the Insurance Dept.**
 - b. Analyst**—lead analyst who reviewed the filing and assigns final disposition
 - c. Disposition**—this is the disposition that the Dept. assigns—authorized, approved, filed, withdrawn, disapproved, informational only, etc.
 - d. Date of Disposition of the filing**—date filing is finished
 - e. Effective Date of the Filing**—date the filing goes into effect. This date may vary by state—it might be the “approval” date in some states. It might be the implementation date in some states. It might be the received date in some states. The Dept. should use the date that is applicable in their state.
 - f. State Filing #:** The number the state assigns to the filing (if applicable).
 - g. SERFF Filing #:** Some states may use SERFF to track paper filings and will use that SERFF assigned number.
 - h. Subject Codes** – This field is intended to capture one or more Subject Codes for states to track particular attributes of a filing, such as mold exclusions. The codes or terms used would be variable by state.
- 3. Group Name and Group NAIC #** as assigned by NAIC.
- 4. Company Name(s), State of Domicile, NAIC #, FEIN#, State #:** Every company to which this filing applies must be listed and the company information must be supplied, with the exception of the State # (the company specific code) if not available or not required by the filing jurisdiction. A filing that lists a group without supplying company info will not be accepted in most states.
- 5. Company Tracking Number:** The filing number assigned by the insurance company, if any.
- 6. Contact Info of Filer or Corporate Officer:** The company should supply the information on the person the state should contact if there is a question/problem with the filing. If there is more than one person (perhaps, one for rates, one for forms) then both should be listed.
- 7. Signature of authorized filer:** Some states require a signature of the authorized filer. If the filer is third party, a letter of authorization from the insurer must be submitted according to state requirements.
- 8. Please print name of authorized filer:** So we can decipher #7 above!
- 9. Type of Insurance (TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Type of Insurance” and roughly corresponds to the annual statement line of business.
- 10. Sub-type of Insurance (Sub-TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Sub-Type of Insurance”.
- 11. State Specific Product code(s):** See State Specific Requirements for these codes
- 12. Company Program Title:** Marketing title, if applicable.
- 13. Filing Type:** Choices are Rate/Loss Cost; Rules; Rates/Rules; Forms; Withdrawal; Other.

14. Effective Date Requested: This is the effective date the company requested when they made the filing. It is not necessarily the date the filing officially becomes effective. This is also where the company can indicate the different effective dates for new or renewal business.

15. Reference Filing: Yes/No

16. Reference Organization (if applicable): The name of the advisory organization—i.e. ISO, NCCI, AAIS, etc. or an Insurance Company name if “me too filing” is permitted. Some states allow companies to reference another company’s filing. A “me too” filing is when one company adopts another company’s filing. Usually they are not part of the same group. You should check with each state to determine their rules on these filings. If permitted, use this area to indicate either an advisory organization name or “me too” company name.

17. Reference Organization Number & Title (if applicable): This is the unique number that the reference organization gives to the filing. It is generally not the same number as the circular number.

18. Company’s Date of filing: The date the company sends the filing.

19. Status of filing in domicile: Place for the company to show if filing has been filed in domicile and its status.

20. This filing transmittal is part of Company Tracking #: This ties all of the pages of the transmittal to the same filing. It is helpful for the state.

21. Filing Description: This area can be used in lieu of a cover letter or filing memorandum and is free-form text.

22. Filing Fees: Please refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

| | | | | | |
|-----------|---|--|---|--|---|
| 1. | This filing transmittal is part of Company Tracking # | | 08-267 | | |
| 2. | This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable) | | | | |
| 3. | Form Name /Description/Synopsis | Form # Include edition date | Replacement Or withdrawn? | If replacement, give form # it replaces | Previous state filing number, if required by state |
| 01 | Lead Exclusion | AP 0001 02/08 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 02 | Terrorism Rejection | AP 0003 02/08 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 03 | Schedule of Named Insured(s) | AP 0004 02/08 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 04 | Schedule of Locations | AP 0005 02/08 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 05 | Commercial General Liability Coverage Schedule | AP 0006 02/08 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 06 | Amendment_Non Cumulation | AP 0007 02/08 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 07 | Exclusion-All Exposure Related to Conversion of Use | AP 0008 02/08 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 08 | Exclusion-Asbestos | AP 0009 02/08 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 09 | Exclusion-Lead | AP 0010 02/08 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 10 | Multicover Endorsement | AP 0013 02/08 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |

Effective March 1, 2007

This page is informational only and do not need to be submitted with your filings!

Notes for Form Filing Transmittal
DESCRIPTION OF ITEMS IN THE FORM FILING SCHEDULE

FORM FILING SCHEDULE

- 1. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state
- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
- 3. Exhibit/Form Name/Description/Synopsis:** This is a list of forms being filed. **Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here.** The line numbers below this are to help the Departments that track the number of forms they receive.

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

| | | | | | |
|-----------|---|--|---|--|---|
| 1. | This filing transmittal is part of Company Tracking # | | 08-267 | | |
| 2. | This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable) | | | | |
| 3. | Form Name /Description/Synopsis | Form # Include edition date | Replacement Or withdrawn? | If replacement, give form # it replaces | Previous state filing number, if required by state |
| 01 | Hired Auto and Non-Owned Auto Liability | AP 0014 02/08 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 02 | Pollution Exclusion Amendment | AP 0015 02/08 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 03 | Liquor Liability | HB 0001 02/08 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 04 | Amendment of Liquor Liability Exclusion | HH 0002 02/08 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 05 | Employee Benefits Liability Coverage | HH 0003 02/08 | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 06 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 07 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 08 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 09 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 10 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |

Effective March 1, 2007

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- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
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Occidental Fire & Casualty Company of North Carolina

702 OBERLIN ROAD, BOX 10800, RALEIGH, NORTH CAROLINA 27605 (919) 833-1600 1-800-7486 (National) 1-800-342-0753 (In N.C.)

April 29, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

RE: Occidental Fire & Casualty Company of North Carolina
FEIN# 84-0513811 NAIC# 23248
Commercial General Liability – Habitational Risks
Filing Number: 08-267

Dear Director Bowman:

Occidental Fire & Casualty Company of North Carolina, a member of IAT Group, is a subscriber of the Insurance Services Office (ISO) and has authorized them to file rules and forms on our behalf for Commercial General Liability coverage to the extent permitted by law. At this time we are filing our initial forms for our Commercial General Liability-Habitational Risk Program.

This program includes, but is not limited to:

- Apartments and Condominiums
- Homeowner Associations Risks (including common areas)
- Manufactured Housing Parks
- Motels and Hotels

We file to adopt all the current forms contained in ISO filing Designation Number GL-2006-OCTFR (including Supplement and Amendment) and subsequent. In addition, we are filing the following declarations and independent forms to be used with the ISO forms:

| <u>Form Number/Edition</u> | <u>Description</u> |
|----------------------------|---|
| AP 0001 02/08 | Lead Exclusion |
| AP 0003 02/08 | Terrorism Rejection |
| AP 0004 02/08 | Schedule of Named Insured(s) |
| AP 0005 02/08 | Schedule of Locations |
| AP 0006 02/08 | Commercial General Liability Coverage Schedule |
| AP 0007 02/08 | Amendment-Non Cumulation |
| AP 0008 02/08 | Exclusion-All Exposure Related to Conversion of Use |
| AP 0009 02/08 | Exclusion-Asbestos |
| AP 0010 02/08 | Exclusion-Lead |
| AP 0013 02/08 | Multicover Endorsement |
| AP 0014 02/08 | Hired Auto and Non-Owned Auto Liability |
| AP 0015 02/08 | Pollution Exclusion Amendment |
| HB 0001 02/08 | Liquor Liability |
| HH 0002 02/08 | Amendment of Liquor Liability Exclusion |
| HH 0003 02/08 | Employee Benefits Liability Coverage |

Under separate cover, we have made a companion loss costs filing to be effective with the approval of this form filing.

We request these forms to be effective on or after June 1, 2008.

If you have any questions, please feel free to contact me at (800) 525-7486 ext. 3311 or by e-mail at ldebnam@ofc-wic.com.

Kind Regards,

Latesha Debnam
Regulatory Compliance
State Filing Technician